

4-1083

02-17

Fort Lee Board of Education  
and  
Fort Lee Administrative Group

THIS AGREEMENT is entered into the 7th day of November, 1983, between the BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN, hereinafter called the "Board", and the FORT LEE ADMINISTRATIVE GROUP, hereinafter called "FLAG".

ARTICLE I

RECOGNITION

The Board hereby recognizes FLAG, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning grievances and the terms and conditions of employment for all employees who comprise the unit hereunder as follows:

- (a) Principal
- (b) Assistant Principal
- (c) Director of Adult Education
- (d) Supervisor of Special Education
- (e) George Mitchell as Director of Guidance,

subject, however, to the following:

George Mitchell, as Director of Guidance, is in the classification of department head and is under the direct supervision of the principal and assistant principal of Fort Lee High School. George Mitchell is neither a

X July 1, 1983 - June 30, 1985

supervisor nor administrator. Nothing in this resolution shall be construed or interpreted in any manner whatsoever as conferring on George Mitchell, as Director of Guidance, any rights, entitlements or benefits whatsoever, as a supervisor or administrator. The granting of the right to George Mitchell to become a part of the supervisor's negotiating unit, known as the Fort Lee Administrative Group, shall be limited to George Mitchell, as Director of Guidance, and not to the position of director of guidance. In the event George Mitchell resigns from the Fort Lee School System, his successor, as Director of Guidance, shall have no right whatsoever to become a member of the supervisor's negotiating unit.

The following personnel are hereby specifically excluded from the negotiation unit:

- (a) Superintendent of Schools
- (b) Assistant Superintendent of Schools
- (c) General Elementary Supervisor and/or Director of Elementary Education.

## ARTICLE II

### SALARIES

#### A. Salary Schedule and Annual Compensation Differential.

1. The salary schedule and the annual compensation differential for the employees covered by this Agreement for the school year 1983-1984 (July 1st to June 30th) are set forth in Exhibit A, attached hereto and made a part hereof.

2. The salary schedule and the annual compensation differential for the employees covered by this Agreement for the school year 1984-1985 (July 1st to June 30th) are as set forth in Exhibit B, attached hereto and made a part hereof.

#### B. Withholding of Increments.

1. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, and/or the annual compensation differential, of any employee upon (a) the recommendation of the Superintendent of Schools and (b) pursuant to the provisions and procedures as prescribed by N.J.S.A. 18A:29-14, as amended and supplemented.

C. Placement on Salary Schedule.

1. Adjustment to Salary Schedule

Each employee covered by this Agreement shall be placed on the salary schedule in accordance with the present prorating system of steps, except as otherwise set forth in this Agreement.

2. Credit for Experience

Whenever a person shall hereafter accept office, position, or employment, covered under this Agreement, his initial place on the salary schedule shall be at such point as may be agreed upon by the employee and the Board of Education. The Board shall evaluate his outside educational experience and has the sole right to fix starting salary.

3. In computing the Administrators' salaries for the school year 1983-1984 in accordance with Exhibit A attached, and for the school year 1984-1985 in accordance with Exhibit B attached, the Fort Lee Teachers' Salary Guide for the prior year shall be used, i.e. 1983-1984 salaries computed on the Fort Lee Teachers' Salary Guide for 1982-1983, except, however, as otherwise set forth in this Agreement, including Exhibits A and B attached.

ARTICLE III  
HEALTH INSURANCE

1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, as such dependents are defined and included under the following insurance policies, the following health insurance benefits under the New Jersey Public and School Employees Health Benefits Plan:

- (a) New Jersey Blue Cross hospitalization.
- (b) New Jersey Blue Shield medical-surgical, including Rider J.
- (c) Major Medical Insurance.

2. The Board may change insurance carriers at its option and after notification to FLAG, provided substantially similar benefits are provided.

3(a) The Board agrees to pay up to a maximum of \$4,342.80, during each of the school years 1983-1984 and 1984-1985 for a dental coverage plan for all employees covered by this Agreement. Any additional cost of such plan shall be borne by the individual employee by way of payroll deduction.

3(b) The Board agrees to pay up to a maximum of \$20,500.00 for each of the 1983-1984 and 1984-1985 school years for an optical coverage plan for all employees of the

school district including the employees covered by this Agreement and other school district employees with whom the Board by a separate written contract provided optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction.

#### ARTICLE IV

#### SICK LEAVE

1. All employees covered under the terms of this Agreement shall be allowed sick leave with full pay for twelve days in each calendar year. Any unused allowances shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Secretary of the Board in case of sick leave claimed.

2. All employees covered under the terms of this Agreement shall also be entitled to the following additional sick leave allowance:

Sick leave allowance shall be extended beyond accumulated sick leave to provide for employees over the extended portion of said sick leave (Meaning, the portion that is beyond the accumulated sick leave days) regular salary less the pay of a substitute, if a substitute is

employed, or the estimated cost of employment of a substitute, if none is employed, under conditions of extended absence for illness or injury as approved by the Board of Education medical director, with the number of days in a continuous absence thus to be covered by the difference in pay to depend upon the number of days of the employees' accumulated sick leave at the onset of this absence for illness or injury according to the following table:

<u>Days Accumulated</u>	<u>Additional Days</u>
1-30	Two days for each day listed in the column to the left.
31 or more	Two days for each day listed in the column to the left except that the maximum will be 65.

3. The following additional sick leave benefits are operative for employees at the time of their retirement, thus in effect establishing for these employees a terminal leave provision:

(a) Benefits will apply to employees who retire under full formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employee's Retirement System.

(b) These benefits shall provide compensation during said terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of

this salary payment to be 1/2 of the number of days of credited cumulative sick leave as of the time of retirement, except that not more than 100 days of totally of this payment within the terminal leave period shall be allowed.

(c) The said salary payment within the period of terminal leave shall be calculated on the basis of 1/20 of the employee's monthly salary rate at the time of retirement as the determinant of the rate of compensation which shall be paid within the said leave period for each day of said terminal leave.

(d) In administering this benefit it is expected that the terminal leave period will commence at the close of a regular school year.

4. Any employee wishing to exercise the foregoing sick leave provision of paragraph No. 2 above should complete in triplicate copies the following "Employee's Statement" section of this form, Exhibit D. The employee should then retain the third copy, and mail to the Medical Director of the Fort Lee Board of Education, the first and second copies of this form together with the covering note\*\* of justification from the employee's personal doctor and also a stamped envelope self-addressed to the employee.

\*\* Note necessary only when more than 5 days of extended leave is requested. Doctor's note must contain the doctor's diagnosis of the employee's appertaining illness or injury.

The employee may expect the Medical Director to mail back to the employee the original copy (first) of this form signifying the action taken by the Medical Director. The employee should then send this completed form to the Secretary of the Fort Lee Board of Education.

5. The report form titled Employee's Report of Reason for Absence, Exhibit E, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

Whenever the sick leave absence of any employee of the Board of Education shall have passed ten consecutive working days, said employee shall submit to the Secretary of the Board of Education by the fifteenth consecutive working day, whether or not said employee shall have returned to work by said fifteenth day, starting the counting of said fifteen days with the initial day within said absence period, a certificate from a physician, engaged by said employee, delineating (1) the physician's diagnosis of the involved illness or injury, and (2) the physician's prognosis of the

anticipated date for said employee's capacity for return to his regular employment with the Board of Education. Said prognosis should stipulate any indicated need for part-time, with extent therof, rather than full-time work in said employment, and any indicated need for physical or other limitations of activity in said employment, with the appertaining period of time for which said limitation or limitations should apply.

The Secretary of the Board of Education shall forthwith present a copy of said medical certificate to the members of the Fort Lee Board of Education and the Superintendent of Schools.

## ARTICLE V

### TEMPORARY LEAVE OF ABSENCE

#### ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

##### 1. Emergency Leave.

A total of five days of emergency leave shall be allowed an employee without pay deduction when his absence is necessitated by:

- (a) Court Order.

(b) Death, critical illness or injury to or an emergency in a member of his immediate family (Father, Mother, brother, sister, husband, wife or child) or his inlaws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's immediate household.

(c) Any emergency to personal property and residence.

The employee may be required to submit to the Board of Education, through the Secretary to the Board of Education, a statement of the necessity for his absence.. In case the employee claims illness of a relative the employee may be required to furnish the name and address of the attending doctor and grant the Board permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency leave claim and to direct appropriate salary deductions in the event that more than five days absence in any one year is imperative.

## 2. Personal Leave.

Annually one day of personal leave shall be allowed an employee without pay deduction. Written application to the Superintendent of Schools for such personal leave shall be made at least three (3) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than it is being taken under this Section, except, however, that a personal day shall not be used the day before or the day

after a school holiday, but this limitation shall not be applicable where the absence is required by court order.

3. The report form titled Employee's Report of Reason for Absence, Exhibit E shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

4. No employee of the Board of Education shall remain absent from said employee's work over more than ten consecutive working days for any purpose other than said employee's personal illness or injury except as such employee seeks and receives advance approval from the Board of Education, through the Superintendent of Schools, to cover said absence in excess of said ten consecutive working days, with the allowed deviation as stipulated in the following statement. The Superintendent of Schools is empowered to extend such span of absence beyond said ten day period, up to the next date on which the Board of Education will meet.

ARTICLE VI  
EXTENDED LEAVE OF ABSENCE

1. Additional sick leave allowance as set forth in Article IV, Sick Leave, paragraph No. 2.

2. The following maternity leave provisions:

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

(a) Maternity leave shall be granted subject to the following conditions:

- (1) An employee shall notify the Superintendent of Schools of her pregnancy as soon as it is medically confirmed.
- (2) A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
- (3) Exact dates of the leave will be arranged. The parties shall arrange leave dates in consideration of both medical evidence and administrative feasibility.
- (4) A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

(b) An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. If the requested extension of return date is for other than the beginning of a semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.

(c) The leave of absence granted a non-tenure employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.

(d) Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, the employee shall indicate to the Board, in writing, that she intends to return to employment at least six months prior to the intended date of return. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.

(e) The time spent on maternity leave shall not count toward fulfillment of the time requirements from acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.

(f) No employee shall be removed from her duties during pregnancy, except upon one of the following:

- (1) The Board has found her work performance has substantially declined from the time immediately prior to her pregnancy.
- (2) Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:
  - i. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or
  - ii. The Board's physician and the employee's physician agree that she cannot continue working, or
  - iii. Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third

physician under this paragraph shall be shared equally between the employee and the Board.

(3) Any other just cause.

(g) The report form S-29, titled Employee's Report of Reason for Absence, Exhibit E, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

## ARTICLE VII

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom FLAG is authorized to negotiate in accordance with Article 1 "Recognition," of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate Resolution of FLAG by its

internal procedures, shall be signed by the Board and FLAG. Prior to execution of the Agreement, FLAG's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.

ARTICLE VIII  
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect as of July 1, 1983, and shall remain in full force and effect through June 30, 1985.

FORT LEE ADMINISTRATIVE GROUP

BY:

Thomas Kane  
President

FORT LEE BOARD OF EDUCATION  
FORT LEE, NEW JERSEY

BY:

Salvatore H. Trovato  
President

ATTEST:

ATTEST:

Ernest J. Ritenhouse Charles A. Bartter  
Secretary

Members of Negotiating Committee:

Thomas Kane  
Ernest J. Ritenhouse  
Ruth Wissman

This is to certify that the undersigned have been  
duly authorized by the Fort Lee Administrative Group to  
execute the above Agreement on behalf of the Fort Lee Ad-  
ministrative Group and in accordance and in compliance with  
the internal procedures of the Fort Lee Administrative  
Group.

  
Thomas J. Kane  
- President

Dated: Nov. 7, 1983

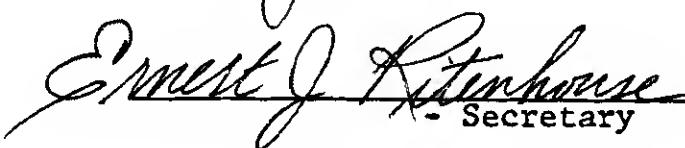
  
Ernest J. Ritenhouse  
- Secretary

EXHIBIT A  
SALARY SCHEDULE

July 1, 1983 - June 30, 1984

1. The Administrators' annual salaries for the 1983-1984 school year shall be computed and determined in the following manner:

- (a) In accordance with their proper place as a regular teacher on the 1982-1983 Fort Lee Teachers' Salary Guide, except as otherwise set forth in this Agreement, including Exhibit A and B attached; and
- (b) In accordance with their placement and position on the Annual Compensation Differential Amount for Administrators as follows:

<u>(1) Principals, Elementary Schools; Director of Adult Education; Assistant Principal of High School; and Supervisor of Special Education</u>	<u>Years in Service in Above Named Positions</u>	<u>Annual Compensation Differential Amount</u>
	1	\$ 7,344.00
	2	\$ 8,424.00
	3	\$ 9,504.00
	4	\$10,584.00

(2) Principal - Intermediate School:

<u>Years in Service in Above Named Position</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 8,370.00
2	\$ 9,450.00
3	\$10,530.00
4	\$11,610.00

(3) Principal - High School:

<u>Years in Service in Above Named Position</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 9,936.00
2	\$11,016.00
3	\$12,096.00
4	\$13,176.00

(c) In computing that portion of the Administrators' salary based on the Teachers' Salary Guide, as set forth in (a) above, the (i) maximum allowance for each Administrator shall be Class III (M.A. + 30 points) and (ii) Salary Guide for School Psychologist shall not be used in the computations,

2. The annual salary for the 1983-1984 (July 1st to June 30th) school year for George Mitchell, Director of Guidance, shall be computed and determined in the following manner:

(a) Salary in accordance with his proper place as a regular teacher on the 1983-1984 Fort Lee Teachers' Salary Guide-----\$ \_\_\_\_\_

-PLUS-

(b) Differential compensation in accordance with his proper place on the 1983-1984 Salary Guide for Guidance Counsellors-----\$ \_\_\_\_\_

-PLUS-

- (c) Differential compensation in accordance with his proper place on 1983-1984 Salary Guide for Department Supervisors but not to exceed the sum of \$1,800.00-----\$\_\_\_\_\_

-PLUS-

- (d) Ten per cent (10%) of the sum of (a), (b), and (c) above-----\$\_\_\_\_\_

- (e) Total sum of (a), (b), (c), and (d) = annual salary-----\$\_\_\_\_\_

EXHIBIT B  
SALARY SCHEDULE

July 1, 1984 - June 30, 1985

1. The Administrators' annual salaries for the 1984-1985 school year shall be computed and determined in the following manner:

- (a) In accordance with their proper place as a regular teacher on the 1983-1984 Fort Lee Teachers' Salary Guide, except as otherwise set forth in this Agreement, including Exhibit A and B attached; and
- (b) In accordance with their placement and position on the Annual Compensation Differential Amount for Administrators as follows:

(1) <u>Principals, Elementary Schools; Director of Adult Education; Assistant Principal of High School; and Supervisor of Special Education:</u>	
<u>Years in Service in Above Named Positions</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 7,858.00
2	\$ 9,014.00
3	\$10,170.00
4	\$11,325.00

- (2) Principal - Intermediate School:

<u>Years in Service in Above Named Position</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 8,956.00
2	\$10,112.00
3	\$11,267.00
4	\$12,423.00

(3) Principal - High School:

<u>Years in Service in Above Named Position</u>	<u>Annual Compensation Differential Amount</u>
1	\$10,632.00
2	\$11,787.00
3	\$12,943.00
4	\$14,098.00

- (c) In computing that portion of the Administrators' salary based on the Teachers' Salary Guide, as as set forth in (a) above, the (i) maximum allowance for each Administrator shall be Class III (M.A. + 30 points) and (ii) Salary Guide for School Psychologist shall not be used in the computations.

2. The annual salary for the 1984-1985 (July 1st to June 30th) school year for George Mitchell, Director of Guidance shall be computed and determined in the following manner:

(a) Salary in accordance with his proper place as a regular teacher on the 1984-1985 Fort Lee Teachers' Salary Guide-----\$ \_\_\_\_\_

-PLUS-

(b) Differential compensation in accordance with his proper place on the 1984-1985 Salary Guide for Guidance Counsellors-----\$ \_\_\_\_\_

-PLUS-

- (c) Differential compensation in accordance with his proper place on the 1984-1985 Salary Guide for Department Supervisors but not to exceed the sum of \$1,800.00-----\$ \_\_\_\_\_

-PLUS-

- (d) Ten per cent (10%) of the sum of (a), (b), and (c) above-----\$ \_\_\_\_\_

- (e) Total sum of (a), (b), (c), and (d) = annual salary-----\$ \_\_\_\_\_